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14 **UNITED STATES DISTRICT COURT**
15 **DISTRICT OF NEVADA**

16 RASHUNDA FARMER AND DIANE
17 ESON,

18 Plaintiffs,

19 vs.

20 MGM GRAND HOTEL, LLC D/B/A MGM
21 GRAND HOTEL, CASINO AND THEME
22 PARK, and LION BAR, LLC D/B/A WET
23 REPUBLIC,

24 Defendants.

Case No. 2:13-cv-00686-GMN-GWF

25 **STIPULATED CONFIDENTIALITY**
26 **AGREEMENT AND PROTECTIVE**
27 **ORDER**

28 Pursuant to the Stipulation contained herein by and among counsel for Plaintiffs Rashunda Farmer and Diane Eson (“Plaintiffs”) and counsel for Defendants, MGM Grand Hotel, LLC and Lion Bar, LLC (“Defendants”), the Court hereby finds as follows:

1. The “Litigation” shall mean the above-captioned case, *Rashunda Farmer and Diane Eson vs. MGM Grand Hotel, LLC d/b/a MGM Grand Hotel, Casino and Theme Park, and Lion Bar, LLC d/b/a Wet Republic*, in the United States District Court, District of Nevada Case No. 2:13-cv-00686.

2. “Documents” or “Information” shall mean and include any documents (whether in hard copy or electronic form), video surveillance, records, correspondence, analyses, assessments,

1 statements (financial or otherwise), responses to discovery, tangible articles or things, whether
2 documentary or oral, and other information provided, served, disclosed, filed, or produced, whether
3 voluntarily or through discovery or other means, in connection with this Litigation. A draft or non-
4 identical copy is a separate document within the meaning of these terms.

5 3. "Party" (or "Parties") shall mean one party (or all parties) in this Litigation and their
6 in-house and outside counsel. "Producing Party" shall mean any person or entity that provides,
7 serves, discloses, files, or produces any Documents or Information. "Receiving Party" shall mean
8 any person or entity who receives any such Documents or Information.

9 4. The privacy of individuals who are not parties to the Litigation including their
10 identity may be protected. The Parties acknowledge that information that could reasonably lead to
11 admissible evidence in this Litigation could contain personally identifiable information regarding
12 individuals that are not parties to this litigation. Accordingly, the Parties agree that, in conjunction
13 with discovery proceedings in this Litigation, the Parties may designate any Document, thing,
14 material, testimony, or other Information derived therefrom as "CONFIDENTIAL" under the terms
15 of this Confidentiality Agreement and Protective Order (hereinafter "Order") that shall not be
16 provided or made available to third parties except as permitted by, and in accordance with, the
17 provisions of this Order. Confidential information includes any video images or personal
18 information about guests of Defendants, including but not limited to any Document or Information
19 that discloses personal characteristics of a third parties and/or information that has not been made
20 public and contains trade secret, proprietary and/or sensitive business or personal information.

21 5. CONFIDENTIAL Documents shall be so designated by marking or stamping each
22 page of the Document produced to or received from a Party with the legend "CONFIDENTIAL."

23 6. Testimony taken at a deposition may be designated as CONFIDENTIAL by any
24 Party making a statement to that effect on the record at the deposition or within ten (10) business
25 days of receipt of the transcript. Arrangements shall be made with the court reporter taking and
26 transcribing such deposition to separately bind such portions of the transcript and deposition
27 exhibits containing Information designated as CONFIDENTIAL, and to label such portions
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1 appropriately. Counsel for the Parties may also designate an entire deposition transcript as
2 CONFIDENTIAL at the time of the deposition or within ten (10) business days of receipt of the
3 transcript.

4 7. CONFIDENTIAL Information shall be maintained in strict confidence by the Parties
5 who receive such information, shall be used solely for the purposes of this Litigation, and shall not
6 be disclosed to any person except:

7 (a) The United States District Court, District of Nevada, or any other court to
8 which this matter may be transferred (the "Court"), so long as that document is filed under seal;

9 (b) In the event of an appeal, the Nevada Supreme Court, the United States Court
10 of Appeals (the "Appellate Court") and/or the United States Supreme Court (the "Supreme Court");

11 (c) The attorneys of record in this Litigation and their co-shareholders, co-
12 directors, partners, employees, and associates who are assisting in the Litigation (collectively
13 hereafter referred to as "Outside Counsel");

14 (d) A Party, or an officer, director, or employee of a Party or of a Party's
15 affiliate, as long as any such person agrees to be bound by the terms and conditions of this
16 Agreement, however, no copies should be;

17 (e) Subject to the terms of Paragraph 12 below, experts or consultants and their
18 staff, retained by the Parties and/or Outside Counsel in this Litigation for the purposes of this
19 Litigation;

20 (g) Any other person, only if the Receiving Party has given written notice to the
21 Producing Party of an intent to disclose specified CONFIDENTIAL Information to said person,
22 who shall be identified by name, address, phone number, and relationship, if any, to the Receiving
23 Party, and the Producing Party has not provided a written objection to the disclosure within ten (10)
24 business days of delivery of the notification. In the event of an objection, no disclosure shall be
25 made pending the resolution of the objection. Before any person may receive Documents or
26 Information pursuant to this subparagraph, he or she must comply with the requirements of
27 Paragraph 12 below.
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1 8. If a witness is providing or is provided CONFIDENTIAL Information during a
2 deposition, counsel for the Producing Party may request that all persons other than the witness and
3 persons entitled by this Order to have access to the CONFIDENTIAL Information leave the
4 deposition room during that portion of the deposition. Failure of any person to comply with such a
5 request will constitute sufficient justification for the witness to refuse to answer the question, or for
6 the Producing Party to demand that CONFIDENTIAL Information not be provided to the witness,
7 pending resolution of the issue.

8 9. All designations of Information as CONFIDENTIAL by the Producing Party must be
9 made in good faith.

10 10. A party may object to the designation of particular Information as CONFIDENTIAL
11 by giving written notice to the party designating the disputed Information. The written notice shall
12 identify the Information to which the objection is made. If the parties cannot resolve the objection
13 within ten (10) business days after the time the notice is received, it shall be the obligation of the
14 party designating the Information as CONFIDENTIAL to file an appropriate motion requesting that
15 the Court determine whether the disputed Information should be subject to the terms of this
16 Protective Order. If such a motion is filed within ten (10) business days after the date the parties
17 fail to resolve the objection, the disputed Information shall be treated as CONFIDENTIAL under
18 the terms of this Protective Order until the Court rules on the motion. If the designating party fails
19 to file such a motion within the prescribed time, the disputed Information shall lose its designation
20 as CONFIDENTIAL and shall not thereafter be treated as CONFIDENTIAL in accordance with this
21 Protective Order. In connection with a motion filed under this provision, the party designating the
22 Information as CONFIDENTIAL shall bear the burden of establishing that good cause exists for the
23 disputed Information to be treated as CONFIDENTIAL.

24 11. While protected by this Order, any Information designated CONFIDENTIAL shall
25 be held in strict confidence by each person to whom it is disclosed; shall be used solely for the
26 purposes of this Litigation; and shall not be used for any other purpose, including, without
27 limitation, any business or competitive purpose or use in any other lawsuit. Documents and
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1 Information previously produced by the parties may be designated "Confidential" within 30 days
2 after the date of this Order.

3 12. With respect to outside experts or other persons pursuant to Paragraph 7(g), to
4 become an authorized expert or other person entitled to access to CONFIDENTIAL Information,
5 the expert or other person must be provided with a copy of this Order and must sign a certification
6 acknowledging that he/she has carefully and completely read, understands, and agrees to be bound
7 by this Order. The Party on whose behalf such a Certification is signed shall retain the original
8 Certification.

9 13. Notwithstanding any other provision herein, nothing shall prevent a Party from
10 revealing CONFIDENTIAL Information to a person who created or previously received (as an
11 addressee or by way of copy) such Information.

12 14. The inadvertent production of any Information without it being properly marked or
13 otherwise designated shall not be deemed to waive any claim of confidentiality with respect to such
14 Information. If a Producing Party, through inadvertence, produces any CONFIDENTIAL
15 Information without marking or designating it as such in accordance with the provisions of this
16 Order, the Producing Party may, promptly on discovery, furnish a substitute copy properly marked
17 along with written notice to all Parties (or written notice alone as to non-documentary Information)
18 that such Information is deemed CONFIDENTIAL and should be treated as such in accordance
19 with the provisions of this Order. Each receiving person must treat such Information as
20 CONFIDENTIAL in accordance with the notice from the date such notice is received. Disclosure
21 of such CONFIDENTIAL Information prior to the receipt of such notice shall not be deemed a
22 violation of this Confidentiality Agreement. A Receiving Party who has disclosed such
23 CONFIDENTIAL Information prior to the receipt of such notice shall take steps to cure such
24 disclosure by requesting return of the original document and substituting it with the properly
25 marked one.

26 15. A copy of this Order shall be shown to each attorney acting as counsel for a Party
27 and to each person to whom CONFIDENTIAL Information will be disclosed.
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1 16. Nothing in this Order shall be construed as an admission or agreement that any
2 specific Information is or is not confidential, subject to discovery, relevant, or admissible in
3 evidence in any future proceeding.

4 17. The Parties shall comply with the requirements of Local Rule 10-5(b), and the Ninth
5 Circuit's decision in *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1178 (9th Cir.
6 2006), with respect to any documents filed under seal in this matter.

7 18. This Order shall not be construed to prevent any Party from making use of or
8 disclosing Information that was lawfully obtained by a Party independent of discovery in this
9 Litigation, whether or not such material is also obtained through discovery in this Litigation, or
10 from using or disclosing its own CONFIDENTIAL Information as it deems appropriate.

11 19. If either Party becomes required by law, regulation, or order of a court or
12 governmental entity to disclose any CONFIDENTIAL Information that has been produced to it
13 under the terms of this Order, such Party will reasonably notify the other Parties, in writing, so that
14 the original Producing Party has an opportunity to prevent or restrict such disclosure. The Party
15 required to disclose any CONFIDENTIAL Information shall use commercially reasonable efforts to
16 maintain the confidentiality of such CONFIDENTIAL Information and shall cooperate with the
17 Party that originally produced the Information in its efforts to obtain a protective order or other
18 protection limiting disclosure; however, the Party required to disclose the Information shall not be
19 required to seek a protective order or other protection against disclosure in lieu of, or in the absence
20 of, efforts by the Producing Party to do so.

21 20. Upon termination of this Litigation, either by settlement or other action, any Party
22 and its counsel that obtained CONFIDENTIAL Information through discovery shall, upon request,
23 return all such CONFIDENTIAL Information to the Producing Party or certify as to its destruction.
24 Counsel may retain CONFIDENTIAL Information solely for archival purposes. The restrictions of
25 this Protective Order shall apply to Counsel for as long as they hold such archival Documents.

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21. The obligation to treat all Information designated as CONFIDENTIAL in accordance with the terms of this Order and not to disclose such CONFIDENTIAL Information shall survive any settlement or other termination of this Litigation.

22. The inadvertent production of any Information during discovery in this action shall be without prejudice to any claim that such Information is subject to the attorney-client privilege or is protected from discovery as attorney work product. No Party shall be held to have waived any rights by such inadvertent production. Upon notification of inadvertent production, the receiving Party shall not use or divulge the contents of such Information unless subsequently agreed to by the Producing Party or permitted by the Court. Any such inadvertently produced Information shall be returned by the Receiving Party within three business days of any written request therefore. The Receiving Party retains the right to challenge the Information as not privileged or otherwise protected and discoverable.

23. The Parties may seek modification of this Order by the Court at any time, by stipulation or for good cause.

IT IS SO STIPULATED.

Dated this 24th day of March, 2014.

Dated this 24th day of March, 2014.

GREENBERG TRAURIG, LLP

L.A. WILLIAMS LAW FIRM, P.C.

/s/ Kara B. Hendricks

/s/ LaShawn A. Williams

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ORDER

IT IS HEREBY ORDERED.

DATED this 25th day of March, 2014.



GEORGE FOLEY, JR.

United States Magistrate Judge